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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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David Aker 23 Southern Road Hartsdale, NY 10530			MAGUIRE, LINDSAY M	
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

09/822,677

Applicant(s)

MIZUTA, HIDEYUKI

Examiner

Lindsay M. Maguire

Art Unit

3692

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 26 February 2007.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-18 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-18 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

This Final Office Action is in response to the amendments submitted on February 26, 2007.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1, 3, 8, 10-15 and 18 are rejected under 35 U.S.C. 103(a) as being unpatentable over Lee (U.S. Pat. No. 6,748,367) in view of Abecassis.

Re Claim 1: Lee (US Patent No. 6,748,367) discloses an online transaction system for the use, via a network, of a vendor and a purchaser of goods, comprising a first apparatus for establishing a temporary account for use only for a single designated transaction at a financial institution (Column 3, lines 31-36) and a second apparatus for generating an instruction to deposit money in said temporary account issued by said purchaser (Column 3, lines 34-36). Lee does not disclose a system wherein the purchaser can limit the access of a vendor to the contents of the temporary account and wherein once the temporary account is created the vendor can verify the contents. Abecassis (US Patent No. 5,426,281) teaches a Transaction Protection System that allows a purchaser to limit the access of a vendor to a monetary deposit in an account

Art Unit: 3692

related to a particular transaction, via a non-related third party (Column 3, lines 3-16). Abecassis further teaches an apparatus for providing verification by the vendor, via a network, of the contents of the account (Column 4, lines 2-5) and locks the account to limit access by the purchaser (Column 3, lines 14-16). Thus it would have been obvious to someone skilled in the ordinary art to modify the temporary account system of Lee by adopting the teaching of Abecassis to allow the purchaser or the vendor to limit the access of the other to a deposit in an account associated with a particular transaction. This would be necessary to ensure that both the purchaser and vendor are protected in the event of fraud on the part of the other party. Lee further discloses wherein said account holds only a required amount of money for said single dedicated transaction (Column 3, lines 31-33). Lee further discloses wherein said account can only be used to transfer a required amount of money for said single designated transaction to a fixed destination (Column 3, lines 45-58).

Re Claim 3: Lee in view of Abecassis discloses the claimed system, and Abecassis further teaches that when the vendor has verified that the purchaser has unlocked the temporary account, the vendor moves the money deposited in the temporary account (Column 4, lines 5-6). In Abecassis' system, once the previously agreed upon conditions are met regarding shipping and delivery of the goods, the purchaser essentially releases his hold on the deposit which leaves the vendor free to move the money in the temporary account. It would have been obvious to someone skilled in the ordinary art to modify the system of Lee in view of Abecassis, discussed

Art Unit: 3692

above, by further adopting the teaching of Abecassis to allow the vendor to move the contents of the temporary account once the purchaser unlocks it. If the vendor were not permitted to move the contents of the temporary account, then the vendor would not be compensated for the goods.

Re Claim 8: Lee discloses a method and system for effecting financial transactions over a public network. In Lee's embodiment, a purchaser, through a public network (Column 3, line 3), would use this system to generate a temporary account designated for use for a single transaction upon the receipt of online instructions from said purchaser (Column 3, lines 31-33). The purchaser would also give instructions for the transfer of a monetary sum into the said temporary account (Column 3, lines 31-33). Lee's method also allows the vendor to issue instructions to the central controller, to move the money from said temporary account (Column 4, lines 49-52). Finally the temporary account is closed after said money has been moved (Column 4, line 63). Lee further discloses wherein said account holds only a required amount of money for said single dedicated transaction (Column 3, lines 31-33). Lee further discloses wherein said account can only be used to transfer a required amount of money for said single designated transaction to a fixed destination (Column 3, lines 45-58).

Re Claim 10: Lee discloses a system wherein a server (common controller) is connected to a network serves as an online bank for online transactions (Column 3 lines 1-8). This system contains a reception unit that is capable of receiving a request from a

terminal of a purchaser connected to said network, for the preparation of a temporary account used for an online transaction and for receiving information concerning money that should be deposited in said temporary account (Column 3, lines 22-30). The system also comprises a temporary account generator for generating said temporary account based on said request and on said money information that is received (Column 3, lines 31-33), said temporary account being for use only for a single predetermined transaction (Column 3, lines 26-30). The system further comprises a storage unit that is capable of storing information concerning said temporary account (Column 3, lines 11-12). Lee further discloses a key information reception unit that is capable of receiving, from said terminal of either the purchaser or vendor, key information for the inhibition of the transfer of money in said temporary account by an unauthorized party (Column 3, 13-18). Lee does not explicitly disclose a temporary account locking unit for employing said purchaser key information and said vendor key information to change information, stored in said storage unit, concerning the locked state of said temporary account. Abecassis teaches a transaction protection system wherein a purchaser deposits money into an account, whose contents are available to a vendor and said contents cannot be moved until pre arranged conditions are met (Column 4, lines 2-9). In this embodiment said account is essentially locked until said conditions are met, at which time, information is transmitted to the temporary account to change the locked state of the account. It would have been obvious to someone skilled in the ordinary art to modify the system of Lee to include the teachings of Abecassis to ensure that the neither said purchaser or said vendor can move said money in said temporary account

Art Unit: 3692

without the consent of the other party. This would prevent said vendor from moving said money without shipping said purchaser the agreed upon goods and in the same respect would prevent said purchaser from keeping said goods without paying said vendor. Lee further discloses wherein said account holds only a required amount of money for said single dedicated transaction (Column 3, lines 31-33). Lee further discloses wherein said account can only be used to transfer a required amount of money for said single designated transaction to a fixed destination (Column 3, lines 45-58).

Re Claim 11: Lee further discloses a transmission unit (Column 3, lines 45-48) that is capable of being used for storing in said storage unit, in addition to said information concerning said temporary account, a change in said state of said temporary account for which a lock is applied by said temporary account locking unit, and for transmitting said information stored in said storage unit for said temporary account.

Re Claim 12: Lee further discloses an account money transfer unit (Column 3, 53-58) that is capable of moving said money held in said temporary account based on a change in said locked state obtained by said temporary account locking unit, and on a request received from said purchaser or said vendor.

Re Claim 13: Lee discloses a server, which performs the functions of an online bank for a transaction entered into by a purchaser and a vendor connected via a network, comprising a temporary account generator that is capable of generating a temporary, dedicated account for use for a single predetermined transaction (Column 3, lines 26-33). Lee's server further comprises a transmission unit that is capable of transmitting, via said network, the contents of said temporary account to said purchaser and said vendor (Column 3, lines 39-40, lines 49-52). Lee's server further comprises a function whereby the purchaser transmits to the common controller information to authorize access to said temporary account (Column 3 lines 13-18). The server would therefore need a reception unit capable of receiving these instructions and therefore could be capable of receiving, from said purchaser via said network, an instruction that could direct the locking of said temporary account to limit access without permission by said vendor, and for receiving from said vendor via said network, an instruction directing the locking of said temporary account to inhibit access without permission by said purchaser. Lee further discloses wherein said account holds only a required amount of money for said single dedicated transaction (Column 3, lines 31-33). Lee further discloses wherein said account can only be used to transfer a required amount of money for said single designated transaction to a fixed destination (Column 3, lines 45-58).

Re Claim 14: Lee discloses the claimed server, wherein said transmission unit is capable of transmitting, to said purchaser and to said vendor via a network, a result

Art Unit: 3692

received by said reception unit, together with the contents of said temporary account (Column 3 lines 39-40, lines 49-52).

Re Claim 15: Lee discloses the claimed server, wherein, when said temporary account has not been locked by said vendor, said reception unit is capable of accepting, from said purchaser, a request to move said money in said temporary account (Column 4, lines 34-36), and wherein, when said temporary account has not been locked by said purchaser, said reception unit is capable of accepting, from said vendor, a request to move said money in said temporary account (Column 4, lines 49-52).

Re Claim 18: Further method claim would have been obvious to perform based on previously rejected system claim 1 above and is therefore rejected using the same art and rationale.

Claim 2 is rejected under 35 U.S.C. 103(a) as being unpatentable over Lee in view of Abecassis as applied to claim 1 above, and further in view of Lai.

Re Claim 2: Lee in view of Abecassis discloses all of the claimed system except for the explicit disclosure wherein the vendor, after locking the temporary account to limit access by the purchaser, then ships the goods. Lai (PG Pub. No. US 2001/0037290 A1) further teaches a system for secured web-based escrowed transactions whereby

the release of shipping information, and thus the physical shipping of the goods, does not occur until the vendor verifies that the funds necessary for the transaction are deposited in the designated account (Column 6, lines 9-11). It would have been obvious for someone skilled in the ordinary art to modify the system of Lee in view of Abecassis by further adopting the teaching of Lai to allow the vendor to ship the goods after verifying the contents of the temporary account. The vendor would not ship the goods without being assured that the purchaser is capable and willing to pay for the transaction, or else said vendor would risk non payment from said purchaser.

Claims 4-6 are rejected under 35 U.S.C. 103(a) as being unpatentable over Chang in view of Abecassis in view of Lee.

Re Claim 4: Chang (US Patent No. 6,105,012) discloses a security system and method for a financial institution server and client web browser. In this embodiment, a web browser is provided, via a network, which has the ability to provide each user of the browser with public and private encryption keys (Column 2, lines 22-24). The private keys are used to digitally "sign" or authorize a transaction message when so requested (Column 2 lines 27-28). Using these keys it would be possible for a purchaser involved in a transaction, to request that a lock be placed on money held by the financial institution, which would limit access to said money by another party, namely the vendor associated with said transaction. A second private key could be provided to said vendor

Art Unit: 3692

of said transaction to place a lock on said money held by said financial institution which would limit access to said money by another party, namely said purchaser.

Chang does not disclose a scenario whereby the vendor cannot move said money when said purchaser's key is employed and whereby said purchaser cannot move said money when said vendor's key is employed. Abecassis teaches a Transaction Protection System whereby a non-related third party offers a service that protects any deposit tendered by a buyer to a seller for the future delivery of goods (Column 3, lines 5-13). This system provides the buyer and seller with equitable control of the payment, or in other words the money cannot be removed from the financial institution until one of the parties relinquishes their control. It would have been obvious to someone skilled in the ordinary art to modify the security system of Chang in view of Abecassis to include the feature whereby the money cannot be moved by either party of a transaction when the other party still has a lock employed on said money. This would ensure that both parties are satisfied that all conditions of the transaction have been met before the money is moved to a different location.

Chang and Abecassis do not explicitly disclose a temporary account for use only for a single dedicated transaction. Lee discloses an online transaction system for the use, via a network, of a vendor and a purchaser of goods wherein there is an apparatus for generating an instruction to deposit money in said temporary account for a specific transaction (Column 3, lines 1-58). It would have been obvious to anyone

Art Unit: 3692

skilled in the ordinary art at the time of invention to include the temporary account of Lee to the disclosure of Abecassis so that both a purchaser and a vendor have some assurance that the other will not default on the transaction. The temporary account, in a way, acts as an escrow account so that neither party will receive any benefit without fulfilling their obligations to the transaction. Lee further discloses wherein said account holds only a required amount of money for said single dedicated transaction (Column 3, lines 31-33). Lee further discloses wherein said account can only be used to transfer a required amount of money for said single designated transaction to a fixed destination (Column 3, lines 45-58).

Re Claim 5: Chang in view of Abecassis discloses the claimed method, except for whereby said money held by said financial institution is deposited in a temporary account. Lee teaches a method for effecting financial transactions whereby the common controller of the system generates a temporary account for storing a deposit (Column 3, lines 31-33). It would have been obvious for someone skilled in the ordinary art to modify the security system of Chang in view of Abecassis, further in view of Lee to include a temporary account for storing a transaction deposit. This would be necessary so that the financial institution would not store a unique account for each individual transaction that a client makes.

Re Claim 6: Chang in view of Abecassis discloses the claimed method except for the explicit disclosure of a temporary account. Chang discloses a web browser

(Column 1 lines 66-67 – Column 2 line 3) that could be used to transmit a setup screen for a temporary account to said purchaser, wherein said purchaser could transfer money for deposit in said temporary account at a financial institution. The purchaser could then issue a request to said financial institution to use a private key to place a lock on said temporary account (Chang, Column 2, lines 27-28). Said financial institution could then transmit a setup screen for said temporary account to said vendor (Abecassis, Column 4, lines 2-6), and receives from said vendor a request to use a second private key to place a lock on said temporary account as needed (Chang, Column 2 lines 27-28). Lee teaches a method for effecting financial transactions over a network wherein a temporary account is created for the transaction (Lee, Column 3, lines 31-33). It would have been obvious to someone skilled in the ordinary art to modify the method of Chang in view of Abecassis to include the temporary account of Chang, so that each individual transaction can be tracked while operations are pending.

Claim 7 is rejected under 35 U.S.C. 103(a) as being unpatentable over Chang in view of Abecassis in view of Lee as applied to claim 4 above, and further in view of Lai.

Re Claim 7: Chang in view of Abecassis discloses the claimed method supra except for the explicit disclosure wherein said vendor, after using said second key to place a lock on said money, ships goods to said purchaser; and wherein said purchaser uses said first key to remove said first lock on said money in order to pay said vendor. Lai teaches a method for secured web based escrowed transactions whereby the shipping data for a transaction is not released to the vendor until the purchaser has

deposited the appropriate funds into a designated account associated with the transaction (Page 1, Paragraph 007). Lai also teaches that once the goods have been shipped that the purchaser releases his claim to said deposit in said account (Page 2, Column 1, lines 1-3). In this manner, the transaction is completed in a secure way and the purchaser is assured of receiving said goods and the vendor is assured of receiving said money from said account.

Claim 9 is rejected under 35 U.S.C. 103(a) as being unpatentable over Lee in view of Chang in view of Abecassis.

Re Claim 9: Lee discloses the claimed method except for the explicit disclosures wherein said temporary account is locked online by said purchaser using a key and said temporary account is also locked by said vendor and wherein when said temporary account is locked by either party, the other party is not free to move the money in said temporary account. Chang teaches a method wherein a web browser is operated through the use of encryption keys for performing financial transactions within an account (Column 2, lines 22-28). Each key is unique to the individual and is used to authorize actions performed within the account (Column 2 lines 27-28). Abecassis teaches a method wherein a buyer and a seller have equitable electronic access to, and control of a payment associated with a transaction (Column 3, lines 14-16). It would have been obvious to someone skilled in the ordinary art to modify the method of Lee in view of Chang and in view of Abecassis to allow the purchaser and the seller of a transaction to separately lock onto the same account to prevent the other from moving

the deposit contained within the account. In this manner, the purchaser is assured that his money is not released to the vendor before said purchaser receives said goods, and the vendor is assured that said purchaser cannot withdraw said money from said account once said vendor has shipped said goods.

Claims 16-17 are rejected under 35 U.S.C. 103(a) as being unpatentable over Abecassis in view of Lee.

Re Claim 16: Abecassis discloses the claimed vendor terminal, which performs an on-line transaction with a user that comprises a display capable of receiving and displaying (Column 5, lines 46-48) the contents of an account (Column 4 lines 2-5) used for a transaction (and a lock that is capable of, based on the contents of said account displayed by said display, locking said account in order to inhibit the performance without permission of a procedure by the user (Column 3, lines 14-16). In Abecassis' system the buyer and seller have equitable electronic access to and control of the payment, and prearranged conditions must be met, or defaulted upon, before either party can move said payment. These conditions, while pending, function as a lock on said account. Lee further discloses wherein said account holds only a required amount of money for said single dedicated transaction (Column 3, lines 31-33). Lee further discloses wherein said account can only be used to transfer a required amount of money for said single designated transaction to a fixed destination (Column 3, lines 45-58).

Abecasiss does not explicitly disclose a temporary account used for a single predetermined, designated transaction. Lee discloses an online transaction system for the use, via a network, of a vendor and a purchaser of goods wherein there is an apparatus for generating an instruction to deposit money in said temporary account (Column 4, lines 1-63). It would have been obvious to anyone skilled in the ordinary art at the time of invention to include the temporary account of Lee to the disclosure of Abecasiss so that both a purchaser and a vendor have some assurance that the other will not default on the transaction. The temporary account, in a way, acts as an escrow account so that neither party will receive any benefit without fulfilling their obligations to the transaction.

Re Claim 17: Abecassis in view of Lee discloses the claimed vendor terminal and Abecasiss further discloses wherein said display receives and displays the contents of said account (Column 4, lines 2-5), together with the state of said account after said account has been locked by said purchaser, in order to inhibit the performance, without permission, of a procedure by another party (Column 4, lines 2-22). Abecasiss does not explicitly disclose wherein the account is a temporary account. However, as previously described in the rejection of Claim 16, Lee discloses an online transaction system for the use, via a network, of a vendor and a purchaser of goods wherein there is an apparatus for generating an instruction to deposit money in said temporary account. It would have been obvious to anyone skilled in the ordinary art at the time of invention to include the temporary account of Lee to the disclosure of Abecasiss so that

Art Unit: 3692

both a purchaser and a vendor have some assurance that the other will not default on the transaction. The temporary account, in a way, acts as an escrow account so that neither party will receive any benefit without fulfilling their obligations to the transaction.

Response to Arguments

Applicant's arguments with respect to claims 1-18 have been considered but are moot in view of the new ground(s) of rejection.

Regarding applicant's arguments against the use of Lee '367 as a 102 (e), since the foreign priority has been perfected, the examiner is in concurs. However, the examiner is of another opinion when it comes to applicant's arguments that "The Examiner must ignore U.S. Patent No. 6,748,367, to Lee as if it did not exist" (emphasis added by applicant). Specifically, while Lee '367 is not available as 102 (e) prior art, the provisional priority date of September 24, 1999 does make it available as both 102 (a) and 103 (a) art, and therefore is still valid prior art.

In response to applicant's arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986).

Art Unit: 3692

Conclusion

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).


A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Lindsay M. Maguire whose telephone number is 571-272-6039. The examiner can normally be reached on M-F: 7-4.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Kambiz Abdi can be reached on (571) 272-6702. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Art Unit: 3692

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.



Lindsay M. Maguire
8/15/07



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SPE 3692